IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.110 OF 2006

IN

SUMMARY SUIT NO.3 OF 2006

M/s.Parekh Marketing Limited. ...Plaintiff.

vs.

1. M/s.Aarti Enterprises & another. ...Defendants.

Mr.Milind Wasudeo i/b M/s.Puranik & Co., for Plaintiff.

Mr.M.J.Devani, for Defendants.

CORAM: D.K.DESHMUKH,J.

DATED: 25th July, 2006.

P.C.:-

By consent of parties, the summons for judgment is disposed of in the following terms:-

1. Within a period of Twelve Weeks from today, the defendants shall deposit Rs.2,00,000/- (Rupees Two lakhs only) in this Court with due notice to the plaintiff. In case the amount is so deposited, the summons for judgment shall stand disposed of and

leave to defend shall stand granted to the defendants. In that event the defendants shall file their written statement within a period of Eight weeks from the date of deposit.

2. In case the amount is deposited, the Prothonotary and Senior Mater of this Court shall permit the plaintiff to withdraw the amount on furnishing bank guarantee to the satisfaction of the Prothonotary and Senior Master of this Court and on furnishing Undertaking undertaking therein to bring back the amount, if so directed by this Court, on such terms and conditions as may be directed by this Court with further undertaking therein that in the event the amount is so directed to bring back, same shall be brought back with the interest not less than 12% per annum.

3. In case the plaintiff does not withdraw the amount within a period of Eight weeks from the date of deposit, the Prothonotary & Senior Master of this Court shall invest the amount in fixed deposit in a nationalised bank during the penedency of the suit.

4. If the defendants fail to deposit the amount as directed above, the summons for judgment shall stand granted and the suit shall stand decreed in terms of prayer clause of the suit. In that event, refund of Court fees as per rules.